

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

BRITNI JONES,

Plaintiff,

v.

Case No. 2:20-cv-00441-GJF-SMV

LEGACY BURGERS, LLC d/b/a
BURGER KING, and
DERRICK YOUNG, individually
and as agent of LEGACY BURGERS, LLC
d/b/a/ BURGER KING,

Defendants.

**DEFENDANT LEGACY BURGERS, LLC'S
ANSWER TO COMPLAINT FOR DAMAGES**

First Defense

Defendant Legacy Burgers, LLC (“Legacy Burgers”) hereby answers Plaintiff’s Complaint for Damages, as follows:

1. In response to paragraph 1 of the Complaint, Legacy Burgers admits that Plaintiff’s complaint asserts an action for damages based on the alleged breach of an implied contract, but denies the existence of any such contract or any wrongful conduct.
2. In response to paragraph 2 of the Complaint, Legacy Burgers admits that the Court has jurisdiction over this matter generally and that venue is proper in this Court.
3. In response to paragraph 3 of the Complaint, Legacy Burgers states that the term “at all relevant times” is vague as it is not defined. As a result, Legacy Burgers is without knowledge or information sufficient to either admit or deny the allegations of the paragraph.
4. In response to paragraph 4 of the Complaint, Legacy Burgers admits that Plaintiff was a shift manager at its Clovis, New Mexico Burger King.

5. In response to paragraph 5 of the Complaint, Legacy Burgers admits that Plaintiff began working for it in December 2014.

6. Legacy Burgers admits the allegations of paragraph 6 of the Complaint.

7. In response to paragraph 7 of the Complaint, Legacy Burgers admits that an employee drew a pig face on the wrapper of a hamburger and that the hamburger was presented to a police officer.

8. Legacy Burgers denies the allegations of paragraph 8 of the Complaint.

9. Legacy Burgers denies the allegations of paragraph 9 of the Complaint.

10. Legacy Burgers denies the allegations of paragraph 10 of the Complaint.

11. Legacy Burgers denies the allegations of paragraph 11 of the Complaint.

12. In response to paragraph 12 of the Complaint, Legacy Burgers incorporates its responses to the referenced paragraphs.

13. Legacy Burgers denies the allegations of paragraph 13 of the Complaint.

14. Legacy Burgers denies the allegations of paragraph 14 of the Complaint.

15. Legacy Burgers denies the allegations of paragraph 15 of the Complaint.

16. Legacy Burgers denies the allegations of paragraph 16 of the Complaint.

17. In response to paragraph 12 of the Complaint, Legacy Burgers incorporates its responses to the referenced paragraphs.

18. Legacy Burgers denies the allegations of paragraph 18 of the Complaint.

19. Legacy Burgers denies the allegations of paragraph 19 of the Complaint.

20. Legacy Burgers denies the allegations of paragraph 20 of the Complaint.

21. In response to paragraph 21 of the Complaint, Legacy Burgers incorporates its responses to the referenced paragraphs.

22. Legacy Burgers denies the allegations of paragraph 22 of the Complaint.

23. Legacy Burgers denies the allegations of paragraph 23 of the Complaint.

Legacy Burgers denies that Plaintiff is entitled to the relief requested in paragraphs 1-3 of the “Requested For Relief” section of the Complaint.

Second Defense

Legacy Burgers denies all allegations not specifically admitted.

Third Defense

Plaintiff’s complaint fails, at least in part, to state a claim on which relief may be granted.

Fourth Defense

Plaintiff was an at-will employee of Legacy Burgers.

Fifth Defense

To the extend Plaintiff has failed to mitigate her damages, her damages, if any, must be reduced.

Sixth Defense

Plaintiff’s post-discharge earnings would act as a set-off against any wage liability.

Sixth Defense

Legacy Burgers reserves the right to assert additional defenses in the event discovery indicates they would be appropriate.

RELIEF REQUESTED

Legacy Burgers respectfully asks the Court to enter judgment in its favor and against Plaintiff, dismiss the Complaint with prejudice with Plaintiff recovering nothing thereby; award it its costs and expenses in defending this action, including its reasonable attorneys’ fees; and grant such other and further relief as the Court deems just.

Respectfully submitted,

RODEY, DICKASON, SLOAN, AKIN & ROBB, P.A.

By: /s/ Thomas L. Stahl

Thomas L. Stahl

P.O. Box 1888

210 Third St. NW, Suite 2200

Albuquerque, NM 87103-1888

Telephone: (505) 765-5900

tstahl@rodey.com

Attorneys for Legacy Burgers, LLC

CERTIFICATE OF SERVICE:

I hereby certify that a true and correct copy of the foregoing pleading was served on all parties entitled to notice via the Court's CM/ECF electronic filing system on May 13, 2020, the same date the foregoing was filed.

Timothy L. White

Valdez and White Law Firm, LLC

tim@valdezwhite.com

/s/ Thomas L. Stahl

Thomas L. Stahl